

INSTRUMENT PREPARED BY
VIRGINIA GAS AND OIL BOARD

ORDER RECORDED UNDER CODE
OF VIRGINIA SECTION 45.1-361.26

V I R G I N I A:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: **Equitable Production Company**) VIRGINIA GAS
) AND OIL BOARD

RELIEF SOUGHT: POOLING OF INTERESTS IN A 320)
ACRE SQUARE HORIZONTAL DRILLING) DOCKET NO.
UNIT DESCRIBED IN **EXHIBIT A** HERETO) **VGOB-09/03/17-2493**
AND SERVED BY WELL NO. **VH-539923**)
(herein "Subject Drilling Unit"))
PURSUANT TO VA. CODE §§ 45.1-361.20)
AND 45.1-361.21, FOR THE PRODUCTION)
OF GAS OTHER THAN COALBED METHANE)
GAS FROM SUBJECT FORMATIONS (herein)
Referred to as "Conventional Gas" or)
"Gas"); and DESIGNATE THE APPLICANT)
AS THE UNIT OPERATOR FOR THE SUBJECT)
HORIZONTAL DRILLING UNIT)
)
)

LEGAL DESCRIPTION:)
)
SUBJECT DRILLING UNIT SERVED BY WELL NUMBERED)
VH-539923 (herein "Well") TO BE DRILLED IN)
THE LOCATION DEPICTED ON **EXHIBIT A** HERETO,)
Jimmy E. Slemp)
58.47 Acre Tract)
Pound QUADRANGLE)
Gladeville MAGISTERIAL DISTRICT)
WISE COUNTY, VIRGINIA)
(the "Subject Lands" are more)
particularly described on **Exhibit A**,)
attached hereto and made a part hereof))
)
)

TAX MAP IDENTIFICATIN NUMBERS:)
)
)
TAX MAP IDENTIFICATIN NUMBERS FOR ALL PARCELS)
AFFECTED BY THIS ORDER ARE SHOWN ON EXHIBIT(S))
B-3; WHICH IS/ARE ATTACHED TO AND A PART)
OF THIS ORDER.)

REPORT OF THE BOARD

FINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on **April 21, 2009** Southwest Higher Education Center, Campus of Virginia Highlands Community College, Abingdon, Virginia.

2. Appearances: **James E. Kaiser of Wilhoit and Kaiser**, appeared for the Applicant; Sharon Pigeon, Assistant Attorney General was present to advise the Board.

3. Jurisdiction and Notice: Pursuant to Va. Code § 45.1-361.1 et seq., the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner having an interest in Subject Drilling Unit underlying and comprised of Subject Lands; (2) has represented to the Board that it has given notice to those parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code § 45.1-361.19 to notice of the Application filed herein; and (3) that the persons set forth in their Application and Notice of Hearing have been identified by Applicant through its due diligence as Owners or Claimants of Conventional Gas interests underlying Subject Drilling Unit, including those set out in **Exhibit B-3** who have not heretofore leased, sold or voluntarily agreed with the Applicant to pool their Gas interests in Subject Drilling Unit. Conflicting Gas Owners/Claimants in Subject Drilling Unit are listed on **Exhibit E**. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of due process.

4. Amendments: **NONE.**

5. Dismissals: **NONE.**

6. Relief Requested: Applicant requests (1) that pursuant to Va. Code § 45.1-361.20, including the applicable portions of § 45.1-361.21, the Board pool the rights, interests and estates in and to the Conventional Gas in the Subject Drilling Unit, including those of the Applicant and of the known and unknown persons named in **Exhibit B-3** hereto and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Conventional Gas produced from the Subject Horizontal Drilling Unit established for the Subject Formations underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "Well Development and/or Operation in the Subject Horizontal Drilling Unit"); and, (2) that the Board designate **Equitable Production Company** as the Unit Operator.

7. Relief Granted: The requested relief in this cause shall be and hereby is granted and: (1) pursuant to Va. Code § 45.1-361.21.C.3, **Equitable Production Company** (hereafter "Unit Operator" or "Operator") is designated as the Unit Operator authorized to drill and operate Well No. **VH-539923** in the Subject Horizontal Drilling Unit at the location depicted on the plat attached hereto as **Exhibit A**, to produce Conventional Gas from Subject Formations, subject to the permit provisions contained in § 45.1-361.27 et seq., Code of Virginia, 1950 as amended, to § 4 VAC 25-150 et seq., Gas and Oil Regulations and to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time; and (2) the rights, interests and estates in and to the Conventional Gas in Subject Horizontal Drilling Unit including those of the known and unknown persons listed on **Exhibit B-3**, attached hereto and made a part hereof, and their known and unknown heirs,

executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, be and hereby are pooled in the Subject Formations in the Subject Horizontal Drilling Unit underlying and comprised of the Subject Lands. There are no applicable field rules and the unit is subject to statewide spacing requirements of Va. Code § 45.1-361.17.

8. Election and Election Period: In the event any Gas owner named in the Application and Notice of Hearing has not heretofore reached a voluntary agreement to share in the operation of the well to be located in Subject Drilling Unit at a rate of payment mutually agreed to by said Gas owner and the Operator, then, such person may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 herein to the designated Unit Operator at the address shown below within thirty (30) days from the date of receipt of a copy of this Order. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed his written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

9.1 Option 1 - To Participate In The Development and Operation of the Drilling Unit: Any Gas Owner or Claimant named in **Exhibit B-3** who has not reached a voluntary agreement with the Operator may elect to participate in the Well Development and Operation on the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs, including a reasonable supervision fee, of the Well Development and Operation, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed for Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Completion-for-Production Costs for the Subject Horizontal Drilling Unit are as follows:

Estimated, Completed-for-Production Costs: \$1,587,891.00

Any gas owner and/or claimants named in **Exhibit B-3**, who elect this option (Option 1) understand and agree that their initial payment under this option is for their proportionate share of the Applicant's estimate of actual costs and expenses. It is also understood by all persons electing this option that they are agreeing to pay their proportionate share of the actual costs and expenses as determined by the operator named in this Board Order.

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operators' "Percent of Unit" times the Completed-for-Production Cost set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Completed-for-Production Cost as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the Well Development and Operation of Subject Drilling Unit under Paragraph 9.1 above, any Gas Owner or Claimant named in **Exhibit B-3** in the unit who has not reached a voluntary agreement with the Operator may elect to accept a cash bonus consideration of \$5.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any Well Development and Operation covered by this Order multiplied by the Gas owner's percentage Interest Within Unit as set forth in the Application and Notice of Hearing (for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said Gas owner. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing Gas owner in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well Development and Operation covered hereby and such electing person shall be deemed to and hereby does lease and assign its right, interests, and claims

in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant.

- 9.3. Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well Development and Operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas Owner or Claimant named in **Exhibit B-3** hereto who does not reach a voluntary agreement with the Operator may elect to share in the Well Development and Operation of Subject Drilling Unit on a carried basis (as a "Carried Well Operator"] so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. Any Gas Owner and/or Claimant named in Exhibit B-3 who elects this option (Option 3) understands and agrees that Completed-for-Production Costs are the Operator's actual costs for well development and operation. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator for the period of time during which his interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person named in **Exhibit B-3** hereto does not reach a voluntary agreement with the Applicant and fails to do so within the time, in the manner, and in accordance with the terms of this Order one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well Development and Operation in Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned his right, interests, and claims in and to Gas in the Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person named in **Exhibit B-3** elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person named in **Exhibit B-3** is unable to reach a voluntary agreement to share in the Well Development and Operation contemplated by this Order at a rate of payment agreed to mutually by said Owner or Claimant and the Applicant, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well Development and Operation in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Applicant such person's right, interests, and claims in and to said well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.

13. Unit Operator (or Operator): Equitable Production Company shall be and hereby is designated as Unit Operator authorized to drill and operate Well No. **VH-539923** in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code § 45.1-361.27 et seq., §§ 4 VAC 25-150 et seq., Gas and Oil Regulations and §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

Equitable Production Company
Land Administration
P.O. Box 23536
Pittsburgh, PA 15222
Phone: (412) 395-2099
Fax: (412) 395-3666
Attn: Nikki Atkison

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the well covered hereby within seven hundred and thirty (730) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums becoming payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which the well covered by this Order is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the final Order of the Circuit Court shall be excluded in calculating the two-year period referenced herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating the well covered hereby has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

Applicant has represented to the Board that there **are** unknown and/or unlocatable Gas owners in the Subject Drilling Unit whose payments are subject to the escrow requirements of Paragraph 16.1 hereof in Tract 24; and, the Applicant has represented to the Board that there **are no** conflicting claimants in Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.2 hereof. Therefore, by the Order and unless and until otherwise ordered by the Board, the Escrow Agent **is** required to establish an interest-bearing escrow account for Tract 24 of Subject Drilling Unit (herein "Escrow Account") and to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described in Paragraphs 16.1 and 16.2.

Wachovia Bank, N.A.
VA7515
P.O. Box 14061
Roanoke, VA 24038
Attn: Judy Barger

16.1 Escrow Provisions for Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Va. Code § 45.1-361.21.D, be deposited by the Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to order of the Board in accordance with Va. Code § 45.1-361.21.D.

16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to Unit Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.

17. Special Findings: The Board specifically and specially finds:

17.1. Applicant is **Equitable Production Company**. Applicant is duly authorized and qualified to transact business in the Commonwealth of Virginia;

- 17.2. Applicant **Equitable Production Company** is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;
- 17.3. Applicant **Equitable Production Company** claims ownership of Gas leases on **98.598520%** percent of Subject Drilling Unit and the right to explore for, develop and produce Gas from same;
- 17.4. Applicant has proposed the drilling of Well **VH-539923** to a depth of **8970 feet including lateral** on the Subject Horizontal Drilling Unit at the location depicted in **Exhibit A** to develop the pool of Gas in Subject Formations, and to complete and operate Well **VH-539923** for the purpose of producing Conventional Gas.
- 17.5 The estimated production of the life of the proposed Well **VH-539923** is **890 MMCF**.
- 17.6 With this Application, notice was provided to everyone claiming an ownership interest relative to the production of conventional gas in the Subject Drilling Unit. Set forth in **Exhibit B-3**, is the name and last known address of each Owner or Claimant identified by the Applicant as Gas owners in Subject Drilling Unit who has not, in writing, leased to the Applicant or the Unit Operator or agreed to voluntarily pool his interests in Subject Drilling Unit for its development. Gas interests unleased to the Operator and listed in **Exhibit B-3** represent **1.401481%** percent of Subject Drilling Unit;
- 17.7 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in the Wells are those options provided in Paragraph 9 above;
- 17.8 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce Gas;
- 17.9 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person listed and named in **Exhibit B-3** hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Conventional Gas, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.

18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt by the Unit Operator to each Respondent named in **Exhibit B-3** pooled by this Order and whose address is known.

19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.

21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

22. Effective Date: This Order shall be effective as of the date of the Board's approval of this Application, which is set forth at Paragraph 1 above.

DONE AND EXECUTED this 20 day of July, 2009, by a majority of the Virginia Gas and Oil Board.

Bradley C. Lambert
Chairman, Bradley C. Lambert

DONE AND PERFORMED this 20 day of July, 2009, by Order of this Board.

David Asbury Jr.
David Asbury Jr.
Principal Executive To The Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF ~~WASHINGTON~~)

Russell
Acknowledged on this 20th day of July, 2009, personally before me a notary public in and for the Commonwealth of Virginia, appeared Bradley C. Lambert, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, and David Asbury Jr., being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that they executed the same and was authorized to do so.

Diane J. Davis
Diane Davis, Notary
174394

My commission expires: 2013
September 30, 2009

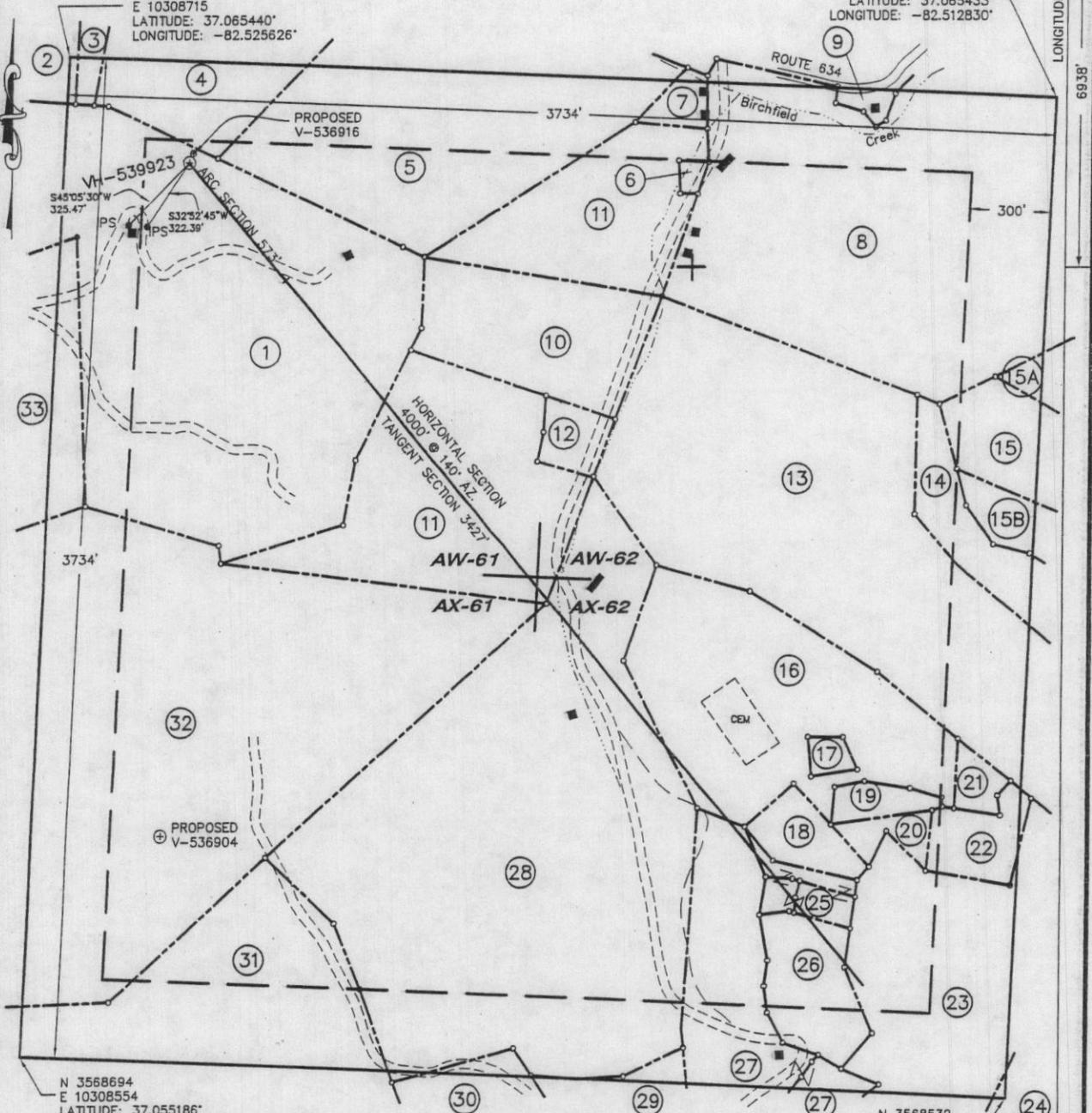


TOTAL UNIT AREA
= 320.00 ACRES

--- DENOTES MINERAL LINE
- - - DENOTES SURFACE LINE
- · - · DENOTES SURFACE & MINERAL LINES
N 3572424
E 10308715
LATITUDE: 37.065440°
LONGITUDE: -82.525626°

7037' 000162 001218

N 3572262
E 10312445
LATITUDE: 37.065433°
LONGITUDE: -82.512830°



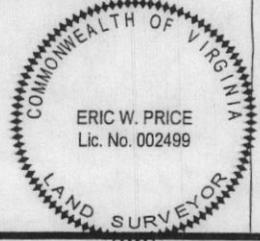
N 3568694
E 10308554
LATITUDE: 37.055186°
LONGITUDE: -82.525634°
CCC COORDINATES
OF WELL VH-539923
S 12984.52
W 41033.66

STATE PLANE
NAD 27 COORDINATES
OF WELL VH-539923
N 291147.14
E 826188.04
LAT 37.064288
LON -82.524130
NAD 83 COORDINATES
N 3572022.55
E 10309171.11

N 3568532
E 10312284
LATITUDE: 37.055179°
LONGITUDE: -82.512840°

NOTE !!!
WELL COORDINATES ARE BASED ON STATE PLANE NAD 83 COORDINATE SYSTEM.
PROPERTY INFORMATION PROVIDED BY EQUITABLE PRODUCTION COMPANY.
ELEVATIONS ARE BASED ON NGS CONTROL ST. PAUL 2.

NOTE !!
SEE WELL PLAT SUPPLEMENT SHEET 2 FOR TRACT INFORMATION.



WELL LOCATION PLAT

COMPANY Equitable Production Company WELL NAME AND NUMBER VH-539923(AW-61)

TRACT No. LEASE No. 908803 ELEVATION 1938.38 (GPS) QUADRANGLE POUND

COUNTY WISE DISTRICT GLADEVILLE SCALE: 1" = 400' DATE FEBRUARY 3, 2009

THIS PLAT IS A NEW PLAT x; AN UPDATED PLAT ; OR A FINAL LOCATION PLAT

PROPOSED TOTAL DEPTH OF WELL =

+ DENOTES THE LOCATION OF A WELL ON UNITED STATES TOPOGRAPHIC MAPS, SCALE 1 TO 24,000, LATITUDE AND LONGITUDE LINES BEING REPRESENTED BY BORDER LINES AS SHOWN.

Eric W. Price 7-2-09 (AFFIX SEAL)

12

1
Lease No. 908803
JIMMY E. SLEMP
58.47 ACRES P/O 204.13 ACRES
JIMMY E. SLEMP - Surface, Gas
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 37.09 AC - 11.59%

2
LEASE No. 909085
CECL J. SALYERS - Surface, Gas
2.76 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 0.13 AC - 0.04%

3
LEASE No. 909087
NORMAN SALYERS - Surface, Gas
2.77 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 0.34 AC - 0.11%

4
LEASE No. 909059
LEONARD MULLINS, JR. et ux - Surface, Gas
24.00 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 4.21 AC - 1.32%

5
LEASE No. 909063
BILLY JACK A. BURNS, et al - Surface, Gas
23.00 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 16.36 AC - 5.11%

6
LEASE No. 909173
MARVIN BROWNING & SHERRY BROWNING - Surface, Gas
0.25 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 0.25 AC - 0.08%

7
LEASE No. 909070
RYLAND G. & MARGARET B. HUBAND - Surface, Gas
0.97 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 0.79 AC - 0.25%

8
Lease No. 906889 / T2-268
J. L. UTZ
88.10 ACRES
Lease No. 904576 / W-92
WILLIAM ROBERSON
507.596 ACRES
ACIN, LLC - Cool
RANGE RESOURCES-PINE MOUNTAIN, INC. - Oil, Gas
GAS 31.08 AC - 9.71%

9
Lease No. 904576 / W-23
W. R. POWERS
412.883 ACRES
ACIN, LLC - Cool, Oil, Gas
GAS 0.48 AC - 0.15%

10
LEASE No. 909172
RYLAND G. & MARGARET B. HUBAND - Surface, Gas
7.51 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 7.51 AC - 2.34%

11
LEASE No. 909169
MARVIN BROWNING, et al - Surface, Gas
P/O 36.00 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 24.56 AC - 7.68%

12
LEASE No. 909171
RYLAND G. & MARGARET B. HUBAND - Surface, Gas
1.24 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 1.24 AC - 0.39%

13
LEASE No. 909174
MARVIN BROWNING, et al - Surface, Gas, Oil
38.02 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND
& RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 31.80 AC - 9.94%

14
LEASE No. 909168
MARVIN BROWNING, et al - Surface, Gas, Oil
5.81 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND
& RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 3.17 AC - 0.99%

15
LEASE No. 909704
JOE & BRENDA SUE BANDY - Surface, Gas, Oil
9.246 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND & RESERVES,
LLC/ACIN, LLC/WBRD, LL - Cool
GAS 2.76 AC - 0.86%

15A
Lease No. 906350
KIMBERLY DAWN PROULEX - Surface, Gas, Oil
9.246 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND & RESERVES,
LLC/ACIN, LLC/WBRD, LL - Cool
GAS 0.36 AC - 0.11%

15B
LEASE No. 909587
CHARLOTTE PHYLIS CARTY & JIMMY KYLE CARTY - Surface, Gas, Oil
9.246 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND & RESERVES,
LLC/ACIN, LLC/WBRD, LL - Cool
GAS 1.18 AC - 0.37%

16
LEASE No. 909080
CECIL CANTRELL - Surface, Gas, Oil
12.87 Remainder of 19.08 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND
& RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 15.97 AC - 5.00%

17
UNLEASED
AMERICAN GENERAL FINANCIAL SERVICES - Surface, Gas, Oil
0.497 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND &
RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 0.50 AC - 0.16%

18
LEASE No. 909081
CECIL W. CANTRELL - Surface, Gas, Oil
1.90 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND &
RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 1.90 AC - 0.59%

19
UNLEASED
OLA GENE & LESLIE CANTRELL - Surface, Gas, Oil
1.00 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA
LAND & RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 1.00 AC - 0.31%

20
LEASE No. 909082
CECIL W. CANTRELL - Surface, Gas, Oil
1.00 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA
LAND & RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 1.00 AC - 0.31%

21
UNLEASED
GARY E. CANTRELL - Surface, Gas, Oil
1.00 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA
LAND & RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 1.00 AC - 0.31%

22
UNLEASED
LESLIE COO MEYER - Surface, Gas,
2.012 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND
& RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 1.99 AC 0.62%

23
LEASE No. 909091
THELMER L. CANTRELL & BILLY D. CANTRELL - Surface,
Gas, Oil
19.888 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND &
RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 11.40 AC - 3.56%

24
UNLEASED
E. R. POWERS/S.G. McCOY ESTATE - Surface, Gas, Oil
82.35 ACRES (3 TRACTS)
Lease No. 906889
NANCY H. KENNEDY / TC-36
82.00 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND &
RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 0.05 AC - 0.02%

25
LEASE No. 909084
JAMES P. & JESSICA L. ESTEP - Surface, Gas, Oil
0.578 ACRES / 0.548 ACRES / 0.315 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA LAND &
RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 1.51 AC - 0.47%

26
LEASE No. 909078
DOROTHY SKEEN - Surface, Gas, Oil
3.969 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA
LAND & RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 3.90 AC - 1.22%

27
LEASE No. 909083
JOEL & MARY CANTRELL - Surface, Gas, Oil
7.846 & 3.645 ACRES
Lease No. 906889
D. A. STALLARD / TC-37
167.64 ACRES
DICKENSON-RUSSELL COAL COMPANY, LLC/ALPHA
LAND & RESERVES, LLC/ACIN, LLC/WBRD, LLC - Cool
GAS 7.49 AC - 2.34%

28
LEASE No. 909074
ALEX E. HILL, Sr. - Surface, Gas
46.11 ACRES
Lease No. 904576 / W-83
ALEX RUSSELL
98.191 ACRES
ACIN, LLC - Cool, Oil
GAS 47.28 AC - 14.78%

29
LEASE No. 909106
FREDDE D. CANTRELL, et ux - Surface, Gas
3.04 ACRES
Lease No. 904576 / W-83
ALEX RUSSELL
98.191 ACRES
ACIN, LLC - Cool, Oil
GAS 0.41 AC - 0.13%

30
Lease No. 904576 / W-84
ALEX RUSSELL
267.119 ACRES
ACIN, LLC - Cool, Oil, Gas
GAS 0.43 AC - 0.13%

31
LEASE No. 909089
BILLY DINGUS - Surface, Gas
49.47 ACRES
Lease No. 904576 / W-83
ALEX RUSSELL
98.191 ACRES
ACIN, LLC - Cool, Oil
GAS 13.52 AC - 4.22%

32
LEASE No. 908803
JIMMY E. SLEMP - Surface, Gas
79.21 ACRES P/O 204.13 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 44.88 AC - 14.02%

33
LEASE No. 908803
JIMMY E. SLEMP - Surface, Gas
35.62 ACRES P/O 204.13 ACRES
Lease No. 904576 / W-92
HARVEY VANOVER
316.569 ACRES
ACIN, LLC - Cool, Oil
GAS 2.46 AC - 0.77%

EXHIBIT "B-3"
VH-539923

000164 OCT 21 8

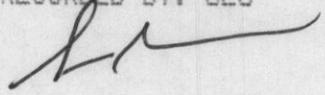
<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
17	American General Financial Services Services c/o Caren Brooks 600 North Royal Avenue Evansville, IN 47715 TAX ID 040433	Unleased	0.16000%	0.5000
19	Ola Gene Cantrell & Leslie Cantrell 9046 Robinette Circle Wise, VA 24293 TAX ID 036501	Unleased	0.31000%	1.0000
21	Gary E Cantrell 8764 Frontier Rd Wise, VA 24293 TAX ID 037398	Unleased	0.31000%	1.0000
22	Lyle Cody Meyer PO Box 393 De Leon Springs, FL 32130 TAX ID 038540	Unleased	0.62000%	1.9900
24	James Samuel McCoy & Jane McCoy, h/w 5918 Riverbend Blvd. Baton Rouge, LA 70820	Unleased	0.00056%	0.0014
	Shelia Jean McCoy 1208 Westminster Avenue Richmond, VA 23227	Unleased	0.00056%	0.0014
	Patricia Diane McCoy Fields 38 Dorothy Lane Stafford, VA 22554	Unleased	0.00007%	0.0002
	Theresa Elaine McCoy Estes 8110 Ashtonbirch Drive Springfield, VA 22152	Unleased	0.00007%	0.0002
	Alice Anne McCoy Heirs unknown/unlocatable	Unleased	0.00022%	0.0006
TOTAL			1.401481%	4.4937

14

EXHIBIT "E"
VH-539923

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
		<u>Gas Estate Only</u>		
24	Alice Anne McCoy Heirs unknown/unlocatable	Unleased	0.00022%	0.0006

INSTRUMENT #200903486
RECORDED IN THE CLERK'S OFFICE OF
WISE COUNTY ON
OCTOBER 21, 2009 AT 04:17PM
J. JACK KENNEDY, JR., CLERK
RECORDED BY: SLS



000148 OCT 21 09

Instrument Control Number

[Empty box for Instrument Control Number]

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

INSTRUMENT #200903486
RECORDED IN THE CLERK'S OFFICE OF
WISE COUNTY ON
OCTOBER 21, 2009 AT 04:17PM

J. JACK KENNEDY, JR., CLERK
RECORDED BY: SLS

[ILS VLR Cover Sheet Agent 1.0.93]

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Date of Instrument: [10/16/2009]

Instrument Type: [ORDER]

Number of Parcels [4]

Number of Pages [15]

City County [Wise County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Virginia Gas and Oil Bo]	[]	[]	[]
[]	[]	[]	[]

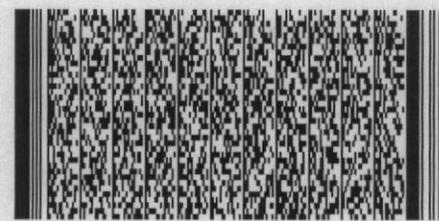
First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[American General Finan]	[]	[]	[]
[Cantrell]	[Ola]	[Gene]	[]

Grantee Address (Name) [Equitable Production Company]
 (Address 1) [P. O. Box 23536]
 (Address 2) []
 (City, State, Zip) [Pittsburgh] [PA] [15222]
 Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Wise County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) []
 Tax Map Num. (if different than PIN) [040433]
 Short Property Description [Board order for unit VH-539923]
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

Instrument Prepared By [Virginia Gas and Oil Board]
 Recording Paid for By [DMME]
 Return Recording To (Name) [Diane Davis]
 (Address 1) [P. O. Drawer 159]
 (Address 2) []
 (City, State, Zip) [Lebanon] [VA] [24266]
 Customer Case ID [0903172493] [] []



Instrument Control Number

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000149 OCT 21 8

Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form C

[ILS VLR Cover Sheet Agent 1.0.93]

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Date of Instrument: [10/16/2009]

Instrument Type: [ORDER]

Number of Parcels [4]

Number of Pages [15]

City County [Wise County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form C

	Last Name	First Name	Middle Name or Initial	Suffix
<input type="checkbox"/>	[Cantrell]	[Leslie]	[]	[]
<input type="checkbox"/>	[Cantrell]	[Gary]	[]	[]
<input type="checkbox"/>	[Meyer]	[Lyle]	[Cody]	[]
<input type="checkbox"/>	[McCoy]	[James]	[Samuel]	[]
<input type="checkbox"/>	[McCoy]	[Jane]	[]	[]
<input type="checkbox"/>	[McCoy]	[Shelia]	[Jean]	[]
<input type="checkbox"/>	[Fields]	[Patricia]	[Diane McCoy]	[]

Prior Instr. Recorded at: City County [Wise County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) []
 Tax Map Num. (if different than PIN) [936501]
 Short Property Description [Board Order for VH-539923]
 []
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

Prior Instr. Recorded at: City County [Wise County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) []
 Tax Map Num. (if different than PIN) [037398]
 Short Property Description [Board Order for VH-539923]
 []
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []



Instrument Control Number

[Empty box for Instrument Control Number]

Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form C

[ILS VLR Cover Sheet Agent 1.0.93]

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Date of Instrument: [10/16/2009]

Instrument Type: [ORDER]

Number of Parcels [4]

Number of Pages [15]

City County [Wise County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form C

Last Name	First Name	Middle Name or Initial	Suffix
<input type="checkbox"/> [Estes]	<input type="checkbox"/> [Theresa]	<input type="checkbox"/> [Elaine McCoy]	<input type="checkbox"/> []
<input type="checkbox"/> [McCoy]	<input type="checkbox"/> [Alice Anne Heirs]	<input type="checkbox"/> []	<input type="checkbox"/> [Unknown heir]
<input type="checkbox"/> []	<input type="checkbox"/> []	<input type="checkbox"/> []	<input type="checkbox"/> []
<input type="checkbox"/> []	<input type="checkbox"/> []	<input type="checkbox"/> []	<input type="checkbox"/> []
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<input type="checkbox"/> []	<input type="checkbox"/> []	<input type="checkbox"/> []	<input type="checkbox"/> []

Prior Instr. Recorded at: City County [Wise County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) []
 Tax Map Num. (if different than PIN) [038540]
 Short Property Description [Boad Order for VH-539923]
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

Prior Instr. Recorded at: City County [] Percent. in this Juris. []
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) []
 Tax Map Num. (if different than PIN) []
 Short Property Description []
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

